

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

18-CA-244295

Date Filed

July 02, 2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Amazon.com, Inc.		b. Tel. No. (877) 664-9466
		c. Cell No. (877) 664-9466
		f. Fax. No. (302) 636-5454
d. Address (Street, city, state, and ZIP code) 2601 4th Ave E Shakopee, MN 55379	e. Employer Representative John Russell	g. e-mail rujohn@amazon.com
		h. Number of workers employed 2,500
i. Type of Establishment (factory, mine, wholesaler, etc.) Warehouse	j. Identify principal product or service Fulfill shipping orders	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In March 2019 the Employer deducted unpaid leave benefits from workers for engaging in protected strike activity.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
The Awood Center

4a. Address (Street and number, city, state, and ZIP code) 2511 E Franklin Ave Minneapolis, MN 55406	4b. Tel. No. (612) 888-2201
	4c. Cell No. (612) 888-2201
	4d. Fax No. 612-206-3361
	4e. e-mail awoodcenter@gmail.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Justin D. Cummins, Attorney

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No.
(612) 465-0108Office, if any, Cell No.
(612) 465-0108Fax No.
612-465-0109e-mail
justin@cummins-law.com

Address 920 2nd Ave S #1245, Minneapolis, MN 55402

Date 07/02/2019

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

NxGen Allegations Sheet – CA Cases

Case Name: Amazon.com
Case Number: 18-CA-244295
Agent: Green Supervisor: Wiese
Impact Analysis Category 2

Inquiry # _____
I.O. Charge? Yes ___ No ☒
Potential 10(j)? Yes ___ No ☒
Blocking R case? Yes ___ No ☒
Case Blocked _____

Amended A = Add allegations R = Amend out
Bargaining Status: None ☒ Existing Contract _____ Organizational Campaign _____
Seeking Initial Contract _____ Seeking Successor Contract _____
Use backpay paragraph? Yes ☒ No ___ Assistance in Spanish required? Yes ___ No ☒
Hot Topic? Yes or No If yes, list hot topic _____

8(a)(1)

<input type="checkbox"/>	Coercive Actions (Surveillance, etc.)
<input type="checkbox"/>	Coercive Rules
<input type="checkbox"/>	Coercive Statements (Threats, Promises of Benefits, etc.)
<input checked="" type="checkbox"/>	Concerted Activities (Retaliation, Discharge, Discipline)
<input type="checkbox"/>	Denial of Access
<input type="checkbox"/>	Discharge of Supervisor (<i>Parker-Robb Chevrolet</i>)
<input type="checkbox"/>	Interrogation (Including Polling)
<input type="checkbox"/>	Lawsuits
<input type="checkbox"/>	Weingarten

8(a)(2)

<input type="checkbox"/>	Assistance
<input type="checkbox"/>	Domination
<input type="checkbox"/>	Unlawful Recognition

8(a)(3) Number of Discriminatees _____

<input type="checkbox"/>	Changes in Terms and Conditions of Employment
<input type="checkbox"/>	Discharge (Including Layoff and Refusal to Hire (not salting))
<input type="checkbox"/>	Discipline
<input type="checkbox"/>	Lockout
<input type="checkbox"/>	Refusal to Consider/Hire Applicant (salting only)
<input type="checkbox"/>	Refusal to Hire Majority
<input type="checkbox"/>	Refusal to Reinstate E'ee/Striker (e.g. <i>Laidlaw</i>)
<input type="checkbox"/>	Retaliatory Lawsuit
<input type="checkbox"/>	Shutdown or Relocate/Subcontract Unit Work
<input type="checkbox"/>	Union Security Related Actions

8(a)(4)

<input type="checkbox"/>	Changes in Terms and Conditions of Employment
<input type="checkbox"/>	Discharge (Including Layoff and Refusal to Hire
<input type="checkbox"/>	Discipline
<input type="checkbox"/>	Refusal to Reinstate Employee/Striker
<input type="checkbox"/>	Shutdown or Relocate/Subcontract Unit Work

8(a)(5)

<input type="checkbox"/>	Alter Ego
<input type="checkbox"/>	Failure to Sign Agreement
<input type="checkbox"/>	Refusal to Bargain/Bad Faith Bargaining (including surface bargaining/direct dealing)
<input type="checkbox"/>	Refusal to Furnish Information
<input type="checkbox"/>	Refusal to Recognize
<input type="checkbox"/>	Repudiation/Modification of Contract (Sec 8(d)/Unilateral Changes)
<input type="checkbox"/>	Shutdown or Relocate (e.g. <i>First National Maint.</i>) Subcontract Work



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



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July 3, 2019

THE AWOOD CENTER
2511 E FRANKLIN AVE
MINNEAPOLIS, MN 55406

Re: Amazon.com, Inc.
Case 18-CA-244295

Dear Sir or Madam:

The charge that you filed in this case on July 02, 2019 has been docketed as case number 18-CA-244295. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner NIRA A. GREEN whose telephone number is (952)703-2880. If this Board agent is not available, you may contact Field Attorney TYLER J. WIESE whose telephone number is (952)703-2891.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI

July 3, 2019

(e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



JENNIFER A. HADSALL
Regional Director

cc: JUSTIN D. CUMMINS, ATTORNEY
CUMMINS & CUMMINS, LLP
1245 INTERNATIONAL CENTRE
920 SECOND AVENUE SOUTH
MINNEAPOLIS, MN 55402-3318



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July 3, 2019

JOHN RUSSELL
AMAZON.COM, INC.
2601 4TH AVE E
SHAKOPEE, MN 55379

Re: Amazon.com, Inc.
Case 18-CA-244295

Dear Mr. RUSSELL:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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July 3, 2019

office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall". The signature is fluid and cursive, with the first name "Jennifer" written in a larger, more prominent script than the last name "Hadsall".

JENNIFER A. HADSALL
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

18-CA-244295

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMAZON.COM, INC.

Charged Party

and

THE AWOOD CENTER

Charging Party

Case 18-CA-244295

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 3, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

JOHN RUSSELL
Amazon.com, Inc.
2601 4TH AVE E
SHAKOPEE, MN 55379

July 3, 2019

Date

Shane Hose, Designated Agent of NLRB

Name

/s/ Shane Hose

Signature

.

From: Grant T. Collins <GCollins@Felhaber.com>
Sent: Wednesday, August 21, 2019 8:28 AM
To: Green, Nira A.
Subject: RE: Amazon - Case 18-CA-244295
Attachments: Exhibit 1 (Attendance Policy).pdf

Hey Nira,

I'm sorry, I forgot to attached the Attendance Policy to my last email.

Also, just to update you, I added some analysis regarding the Board's recent decisions in [Boeing Co.](#), 365 NLRB No. 154 (2017) and [Walmart Stores, Inc.](#), 368 NLRB No. 24 (July 25, 2019).

I should have everything for you today.

Thanks!

Grant

Grant T. Collins

Attorney

MSBA Certified Labor & Employment Law Specialist

220 South 6th Street, Suite 2200, Minneapolis, MN 55402

Direct: 612.373.8519 | Main: 612.339.6321 | Fax: 612.338.0535

gcollins@felhaber.com

www.felhaber.com



Confidentiality Notice: This is a confidential communication from a law firm to the intended recipient. If you have received it by mistake, please delete it and notify the sender. Thank you.

From: Grant T. Collins
Sent: Monday, August 19, 2019 9:07 AM
To: Nira.Green@nlrb.gov
Subject: Amazon - Case 18-CA-244295

Hello Nira,

I hope you had a great weekend. I'm sorry again for the delay and thanks so much for your courtesy. I've attached the Attendance Policy that you requested and I'm just getting final confirmation from the client on the remaining documents and I'll send them over to you soon.

Let me know if you have any questions.

Thanks!

Grant

Grant T. Collins

Attorney

MSBA Certified Labor & Employment Law Specialist

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

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From: Grant T. Collins <GCollins@Felhaber.com>
Sent: Monday, August 26, 2019 7:19 AM
To: Green, Nira A.
Cc: Hadsall, Jennifer A.
Subject: RE: Amazon - Case 18-CA-244295

Hello Nira,

My apologies, I was out of the office in an arbitration all day Thursday and Friday.

As I mentioned before, I'm working as quickly as I can to get the information and Position Statement you requested. This is not an easy case – there are at least **five issues** that need to be addressed:

1. **There Is a Preliminary Question of Whether The Awood Center Has Standing to File an Unfair Labor Practice Charge.**
2. **Deducting UPT Is Not “Discipline” and There Is No Evidence that Any Employee Was Disciplined As a Result of a Loss in UPT.**
3. **Even Assuming, *Arguendo*, That Deducting UPT Constitutes “Discipline,” Amazon Did Not Violate the Act Because There Is No Evidence of Animus.**
4. **Even Assuming, *Arguendo*, that Deducting UPT Time Constitutes “Discipline” and Amazon’s Lack of Animus is Irrelevant, Amazon Did Not Violate the Act Because the Employees at MSP1 Were Not Engaged in a Protected Strike or Protest on March 7 to 8.**
5. **Even Assuming, *Arguendo*, that Deducting UPT Time Constitutes “Discipline” and that Amazon’s Lack of Animus Is Irrelevant and that the Employees’ Activity on March 7 to 8 Was Protected by Washington Aluminum, Amazon Did Not Violate the Act Because the Employees Were Engaged in an Unprotected Intermittent Strike.**

In addition, I have records showing the (b) (6) employees who used UPT on March 7 to 8. In addition, I have the UPT balance for each of these (b) (6) employee on January 1st, February 1st, March 1st, April 1st, May 1st, June 1st, and July 1st.

Finally, while I am in the process of confirming this with my client, it is my understanding that **no employee was terminated or had any “support discussions”** as a result of UPT usage on March 7 to 8. In fact, it is my understanding that all (b) (6) employees who used UPT on March 7 to 8 continue to be employed.

I am in negotiations with SEIU in Crosby, Minnesota, this morning, but I'll do my best to get you everything today.

Best regards,

Grant

Grant T. Collins

Attorney

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From: Green, Nira A. [mailto:Nira.Green@nlrb.gov]

Sent: Thursday, August 22, 2019 12:01 PM

To: Grant T. Collins

Subject: RE: Amazon - Case 18-CA-244295

Hello Grant –

This email is to inform you that the above-captioned case will be presented to the Regional Director with the information currently in the case file, absent the Employer's position statement. The Employer was granted a second extension and the due date for response was pushed out to Monday, August 19, 2019, by the Regional Director and the Employer's failure to respond has been documented.

Respectfully,

Nira A. Green (knee-ruh)

Field Examiner

National Labor Relations Board – Region 18

Office: 952-703-2880

Fax: 612-348-1785

Email: Nira.Green@nlrb.gov

From: Green, Nira A.

Sent: Wednesday, August 21, 2019 10:57 AM

To: Grant T. Collins <GCollins@Felhaber.com>

Subject: RE: Amazon - Case 18-CA-244295

Grant –

Jennifer was looking for the Employer's position on Monday, she was handling the case in my absence. I will let her know that nothing was submitted.

Respectfully,

Nira A. Green (knee-ruh)

Field Examiner

National Labor Relations Board – Region 18

Office: 952-703-2880

Fax: 612-348-1785

Email: Nira.Green@nlrb.gov

From: Grant T. Collins <GCollins@Felhaber.com>

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Policy: NACF Attendance Policy

Published by/Contact Information: [FC Operations Human Resources](#)

Intended Audience: NACF Hourly Associates

Last Revised: 10/1/2017

**** Per the October 2018 wage announcement, the U.S. VCP program will be deprecated effective November 1. October 2018 VCP will be paid out to eligible employees in their last November paycheck. ****

Amazon is committed to your success because you are the ones delivering on our promise to the customer. We provide clear communication regarding schedules, advance notice for extra time and payment for hours worked according to your timecard records after the pay period closes. We also provide several paid and unpaid time off options when you are unable to work your scheduled shifts. This Attendance Policy describes expected behaviors and outlines all options you have to take time off.

You are expected to work your full shift as scheduled and use the timeclock to track your time. When you are unable to work any portion of your shift, you must provide advance notification. You may use available paid and unpaid time to cover missed time, but may not exceed allowed balances. Irregular attendance patterns or concerns, such as repeatedly reporting late or leaving early, including within the grace periods, will be addressed through performance management using coaching and corrective action. You can verify the accuracy of your timecard at [Amazon A to Z](#) on any computer, tablet or smartphone.

On This Page

[Time off Options](#)
[Providing Notification](#)
[No Call/No Show](#)
[Schedule Expectations](#)
[Punch Expectations](#)
[Rounding and Grace Periods](#)

Time off Options

We provide coverage for planned and unplanned absences which must be accounted for by using one of the following options:

Paid Time Off (PTO): If you know you are going to miss work, but want to have those hours paid, you may qualify to use one or more of the following PTO options. For details, visit the US Policies section of [Employment Policies and Guidelines](#) on Inside Amazon.

- Vacation
- Paid Personal Time
- Holiday Pay
- Jury & Witness Duty
- Bereavement

Leaves of Absence (LOA): Your absences may be eligible for coverage by one of our Leave of Absences policies. If you wish to explore your leave options, you are encouraged to contact the Leave of Absence Team or visit [Leave Policies](#) on Inside Amazon.

Unpaid Time (UPT): Amazon provides all regular employees with Unpaid Time in the form of hours and may only be used in full hour increments. UPT is added on the first of each quarter up to a maximum amount corresponding to the employee status type (see chart below). We understand there are unforeseen events that may be beyond your control. UPT is intended for those last minute issues or emergencies; otherwise one hour notification is required. UPT is unpaid and tracked according to the number of hours used.

If you are a new hire that receives 10 hours of UPT upon hire and you go below 10 hours of UPT, and your absence is not excused under any other policy, we will invite you to participate in a UPT balance update support discussion. Once you have more than 15 hours of UPT due to a quarterly grant, or if you receive more than a 15-hour grant upon hire, and your bank of UPT goes below 15 hours, and your absence is not excused under any other policy, we will invite you to participate in a UPT balance update support discussion. The discussion will focus on the development of a plan that allows you to address any potential issues or barriers that are keeping you from attending your regular shift. The goal of this is to work with you to find a solution for any concerns, as we want to ensure your continued employment with us.

EXHIBIT

1

In the event your UPT balance becomes negative and your time missed is not covered by any other time off policy, your employment status will be reviewed for termination.

You are able to cover UPT with personal time. The expectation to cover UPT with personal time is by the end of your next scheduled shift or pay period, whichever is sooner. For example, if an associate is scheduled Sunday to Wednesday 6 a.m. to 4:30 p.m. and leaves early on Tuesday at 3 p.m., he/she will be charged 2 UPT hours. If he/she would like to be paid for this missed time, he/she will have until the end of their next scheduled shift on Wednesday to apply personal time.

Employees on Leave of Absence (LOA) will have their UPT balances held until they return to work. Any UPT grants owed, will be applied as part of the return to work processing. If you have been returned to work for more than 3 days and you still do not see your UPT balance updated, please contact the Employee Resource Center (ERC) at 1-888-892-7180 for support.

Hourly Employees Status Type	Total Hours/Year (Hours)	Quarterly Grant (Hours)	Maximum (Hours)	New Hire Grant (Hours)	Emp Class
**Flex Time Less than 20 hrs/week	40	10	40	20	X
**Part Time 20-29 hrs/week	80	20	80	30	Q
Part Time 20-29 hrs/week	40	10	40	10	H
Reduced-Time 30-39 hrs/week	80	20	80	10	R
Full-time 40+ Hours/Week	80	20	80	10	F

**Associates with this employee status do not receive other time-off options.

[Top of Page](#)

Providing Notification

To ensure that we are able to staff appropriately to meet customer demand, we expect that you provide as much notice as possible if you will be away from work. You are required to provide one hour advance notice via [Amazon A to Z](#). If you are leaving work early one hour advance notice is required to your manager. The intent of the notification is to understand the time you plan to leave early, reason for departure and any open issues related to your process path or personal life that you feel your manager should be aware of. It also enables your manager to plan accordingly to support the team and operations. We understand that there are unforeseen events that may result in less than a one hour notification. For those last minute issues or emergencies, please work with your manager. Use the table below to understand the notification requirements for each time off option.

Time Off Options				
Time Off Option	Absence Type	Notification Required	Approval Required	Paid
Vacation	Full Day Late Arrival Early Departure	Yes - 24 hour' notice	Yes	Yes
Personal Time	Full Day Late Arrival Early Departure	Yes - Attendance hotline Yes - Attendance hotline Yes - 1 hour prior to departure	No	Yes
Unpaid Time	Full Day Late Arrival Early Departure	Yes - Attendance hotline Yes - Attendance hotline Yes - 1 hour prior to departure	No	No

[Top of Page](#)

No Call/No Show

In the event that you are unable to attend work for three consecutive scheduled shifts, and no notification has been provided, we will assume you have voluntarily resigned your position and a Job abandonment termination will be processed on your behalf. For details please see our [Rehire Eligibility Policy](#) under US Fulfillment Center Policies on Inside Amazon.

[Top of Page](#)

Schedule Expectations

You are expected to work your scheduled shift. Any work performed outside of your schedule must be approved in advance either by signing up for Voluntary Extra Time (VET) via [Amazon A to Z](#) or by your manager. Reporting to work outside of your scheduled work hours is not permitted and associates will need to clock-out and leave. Associates are able to check their schedule at any time via Amazon A to Z.

[Top of Page](#)

Punch Expectations

It is your responsibility to ensure that your badge is scanned and each punch in or out (including punches for the start and end of your shift and punches for the start and end of any meal periods) has been accepted. If you fail to correctly and consistently punch in and/or out, it will be addressed through performance management.

[Top of Page](#)

Rounding and Grace Periods

We provide a 5 minute grace period to account for onsite situations which may affect your ability to punch in and/or out at the start and/or end of shift. This grace period is for the purposes of onsite situations only and does not allow for a late arrival to your work station at the start of shift, nor does it allow for an early departure from your work station at the end of shift.

This grace period does not affect pay; however it indicates when missed time must be covered by one of your time off options. In punches and out punches which occur within 5 minutes of the start and end time will be rounded to the scheduled shift start or end time (e.g. a time punch that occurs 5 minutes prior to or after the start of the shift will be rounded to the scheduled start time). All other time punches will be coded to the minute.

You are expected to report to your work station on time when returning from paid breaks and meal periods. Amazon does provide a 3 minute grace period for returning from your meal period only, which allows you time to return to your assigned work station after your meal period has completed.

[Top of Page](#)

From (b) (6), (b) (7)(C)

Sent: Friday, March 8, 2019 12:32 AM

To (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>; (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>

(b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>; (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>

Subject: (b) (6), (b) (7)(C) workers walkout

Dear Amazon managment,

We would like to bring to your attention that a group for workers walked off job (b) (6), (b) (7)(C) in protest for these demands:

We (b) (6), (b) (7)(C) have decided to clock out together for a few hours (b) (6), (b) (7)(C) to demand that management make the following changes:

1. Give us a say when making changes to processes and standards.
 2. Give us the support we need on the floor to do our jobs effectively.
 3. End unfair write ups, lower the number of units (b) (6), (b) (7)(C) and lower the minimum rate.
 4. Recognize the hard work of our white badge co-workers by immediately converting them all to blue badges.
- Awood Center is following this very closely.

EXHIBIT

2

We, The Undersigned Workers at Amazon
MSPI (b) (6), (b) (7)(C) Demand:

SAFETY + HUMANE RATE

- Lower rate and ~~and~~ return DPMO to acceptable
- More line loading water spiders
- Maintain the pallet jacks to reduce injury + strain
- Separate heavy boxes from others

RESPECT

- Stop counting prayer and bathroom breaks against rate
- More opportunities for us to get promoted
- Management who support us, not just look out for themselves
-

RELIABLE JOBS

- End the unfair rates that force errors and end careers
- End unfair firings
- Stop Temp hiring and make everyone blue badge


EMPLOYEE VOICE

- A VOICE in the decisions that effect our work
- A Committee where workers concerns are heard

EXHIBIT

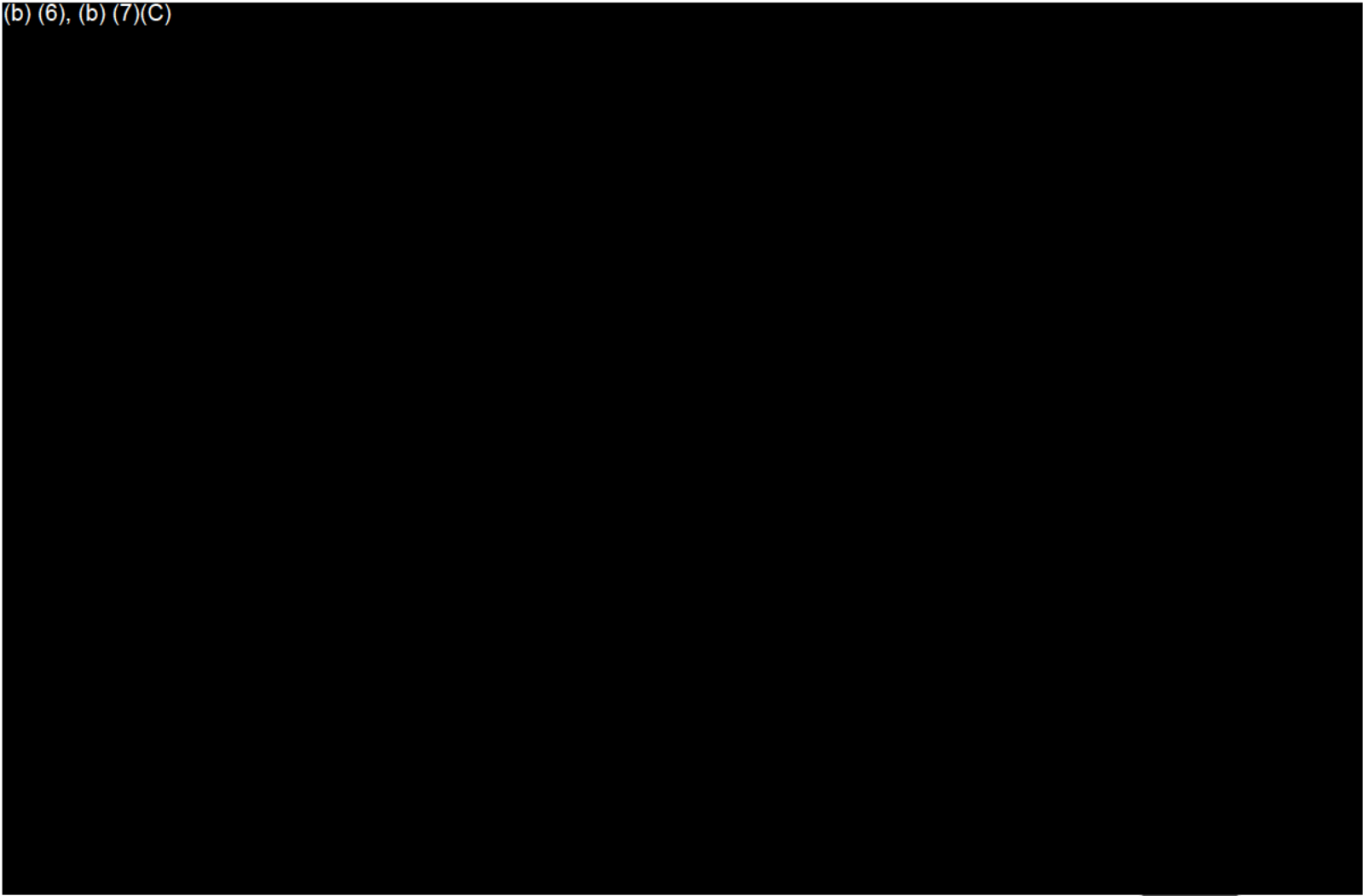
3

(b) (6), (b) (7)(C)



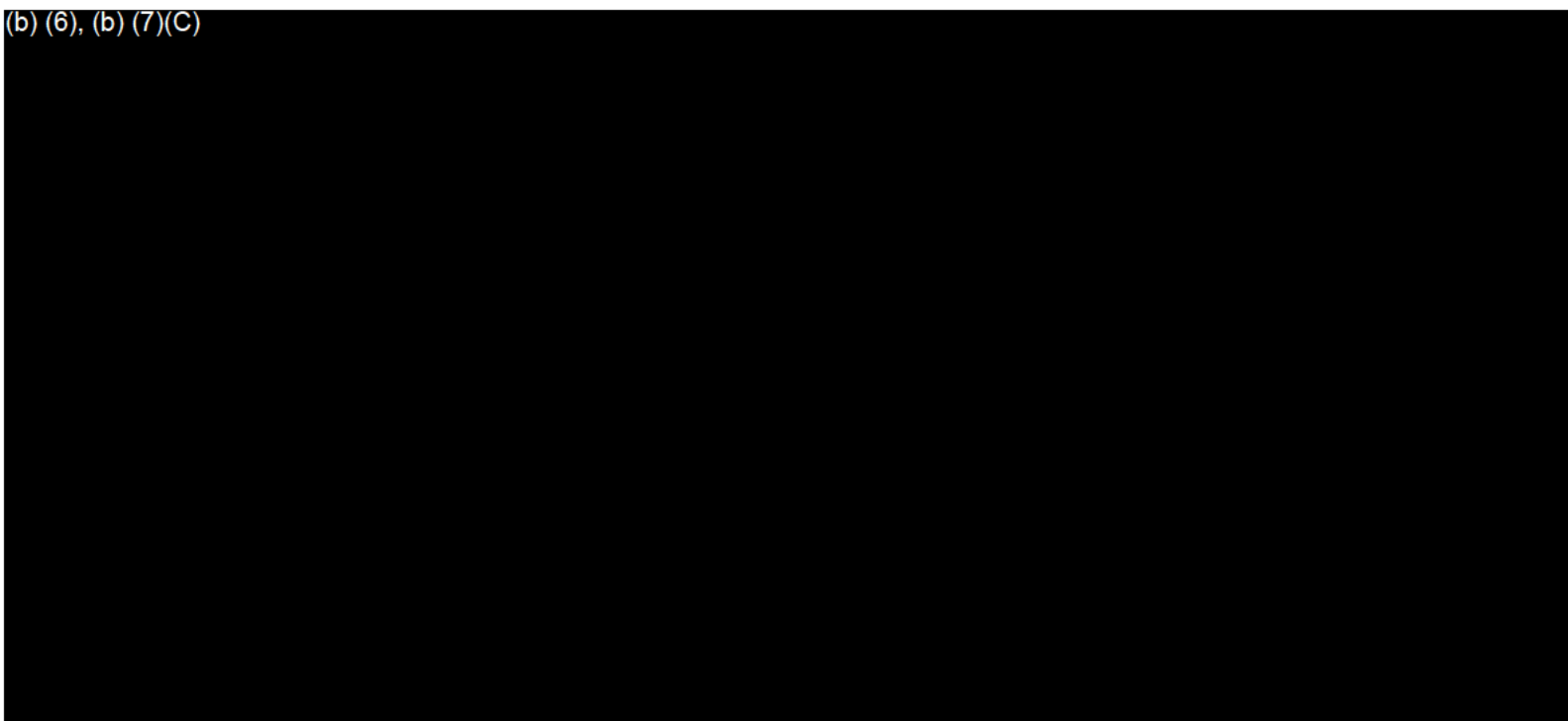
Employees Utilizing UPT on March 7-8

(b) (6), (b) (7)(C)



UPT Balances from Jan 1, 2019 to July 1, 2019

(b) (6), (b) (7)(C)



.

From: (b) (6), (b) (7)(C)
Sent: Thursday, July 25, 2019 2:58 PM
To: Green, Nira A.
Subject: March 7th Strike Photos

We, The Undersigned Workers
MSPI [REDACTED] De

SAFETY+ HUMANE RATE

- Lower rate and a
- More line loading water spiders
- Maintain the pallet jacks to reduce
- Separate heavy boxes from others

RESPECT

- Stop counting prayer and bathroom breaks
- More opportunities for us to get prom
- Management who support us, not just
-

(b) (6), (b) (7)(C)

walk-off

game

phase

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

.

From: Grant T. Collins <GCollins@Felhaber.com>
Sent: Monday, September 23, 2019 6:40 AM
To: Green, Nira A.
Cc: Hadsall, Jennifer A.
Subject: RE: Amazon - Case 18-CA-244295
Attachments: Employer's Initial Position Statement - 18-CA-24495 (8-29-19).pdf; Exs. 1 to 5 - 18-CA-24495.pdf

Hello Nira,

Very nice speaking with you on Friday. As I mentioned, I had intended to send you the Employer's Position Statement and Exhibits 1-5 back in August. I searched my "sent" emails, and I cannot find any email to you. Again, I'm very sorry that I didn't send – totally my fault.

As I mentioned in my email below, ***no employee was disciplined*** as a result of the their absence on March 7-8. In addition, Unpaid Time ("UPT") Benefits are ***automatically*** deducted for any unscheduled absences, so there's no way for Amazon to know why someone utilized it. Finally, many of those who were absent on March 7-8 decided to substitute ***paid*** time off (Paid Personal Time or Vacation) instead of UPT time – so they were actually ***paid*** by Amazon for their absence on March 7-8.

Anyway, I'm bargaining today with SEIU up in Crosby, Minnesota, but I will be on the road this morning and late afternoon.

Best regards,

Grant

Grant T. Collins

Attorney

MSBA Certified Labor & Employment Law Specialist

220 South 6th Street, Suite 2200, Minneapolis, MN 55402

Direct: 612.373.8519 | Main: 612.339.6321 | Fax: 612.338.0535

gcollins@felhaber.com

www.felhaber.com



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From: Grant T. Collins
Sent: Monday, August 26, 2019 6:19 AM
To: Green, Nira A.

Cc: Jennifer.Hadsall@nlrb.gov

Subject: RE: Amazon - Case 18-CA-244295

Hello Nira,

My apologies, I was out of the office in an arbitration all day Thursday and Friday.

As I mentioned before, I'm working as quickly as I can to get the information and Position Statement you requested. This is not an easy case – there are at least **five issues** that need to be addressed:

1. **There Is a Preliminary Question of Whether The Awood Center Has Standing to File an Unfair Labor Practice Charge.**
2. **Deducting UPT Is Not “Discipline” and There Is No Evidence that Any Employee Was Disciplined As a Result of a Loss in UPT.**
3. **Even Assuming, *Arguendo*, That Deducting UPT Constitutes “Discipline,” Amazon Did Not Violate the Act Because There Is No Evidence of Animus.**
4. **Even Assuming, *Arguendo*, that Deducting UPT Time Constitutes “Discipline” and Amazon’s Lack of Animus is Irrelevant, Amazon Did Not Violate the Act Because the Employees at MSP1 Were Not Engaged in a Protected Strike or Protest on March 7 to 8.**
5. **Even Assuming, *Arguendo*, that Deducting UPT Time Constitutes “Discipline” and that Amazon’s Lack of Animus Is Irrelevant and that the Employees’ Activity on March 7 to 8 Was Protected by Washington Aluminum, Amazon Did Not Violate the Act Because the Employees Were Engaged in an Unprotected Intermittent Strike.**

In addition, I have records showing the (b) (6) employees who used UPT on March 7 to 8. In addition, I have the UPT balance for each of these (b) (6) employee on January 1st, February 1st, March 1st, April 1st, May 1st, June 1st, and July 1st.

Finally, while I am in the process of confirming this with my client, it is my understanding that **no employee was terminated or had any “support discussions”** as a result of UPT usage on March 7 to 8. In fact, it is my understanding that all (b) (6) employees who used UPT on March 7 to 8 continue to be employed.

I am in negotiations with SEIU in Crosby, Minnesota, this morning, but I'll do my best to get you everything today.

Best regards,

Grant

Grant T. Collins

Attorney

MSBA Certified Labor & Employment Law Specialist

220 South 6th Street, Suite 2200, Minneapolis, MN 55402

Direct: 612.373.8519 | Main: 612.339.6321 | Fax: 612.338.0535

gcollins@felhaber.com

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From: Green, Nira A. [mailto:Nira.Green@nlrb.gov]
Sent: Thursday, August 22, 2019 12:01 PM
To: Grant T. Collins
Subject: RE: Amazon - Case 18-CA-244295

Hello Grant –

This email is to inform you that the above-captioned case will be presented to the Regional Director with the information currently in the case file, absent the Employer's position statement. The Employer was granted a second extension and the due date for response was pushed out to Monday, August 19, 2019, by the Regional Director and the Employer's failure to respond has been documented.

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nlrb.gov

From: Green, Nira A.
Sent: Wednesday, August 21, 2019 10:57 AM
To: Grant T. Collins <GCollins@Felhaber.com>
Subject: RE: Amazon - Case 18-CA-244295

Grant –

Jennifer was looking for the Employer's position on Monday, she was handling the case in my absence. I will let her know that nothing was submitted.

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nlrb.gov

From: Grant T. Collins <GCollins@Felhaber.com>
Sent: Wednesday, August 21, 2019 7:28 AM

To: Green, Nira A. <Nira.Green@nlrb.gov>

Subject: RE: Amazon - Case 18-CA-244295

Hey Nira,

I'm sorry, I forgot to attached the Attendance Policy to my last email.

Also, just to update you, I added some analysis regarding the Board's recent decisions in [Boeing Co.](#), 365 NLRB No. 154 (2017) and [Walmart Stores, Inc.](#), 368 NLRB No. 24 (July 25, 2019).

I should have everything for you today.

Thanks!

Grant

Grant T. Collins

Attorney

MSBA Certified Labor & Employment Law Specialist

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From: Grant T. Collins

Sent: Monday, August 19, 2019 9:07 AM

To: Nira.Green@nlrb.gov

Subject: Amazon - Case 18-CA-244295

Hello Nira,

I hope you had a great weekend. I'm sorry again for the delay and thanks so much for your courtesy. I've attached the Attendance Policy that you requested and I'm just getting final confirmation from the client on the remaining documents and I'll send them over to you soon.

Let me know if you have any questions.

Thanks!

Grant

Grant T. Collins

Attorney

MSBA Certified Labor & Employment Law Specialist

220 South 6th Street, Suite 2200, Minneapolis, MN 55402

Direct: 612.373.8519 | Main: 612.339.6321 | Fax: 612.338.0535

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Case Name: Amazon.com, Inc.
Case No.: 18-CA-244295
Agent: Nira Green, Field Examiner

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
8/2/19	Grant Collins	Phone	I spoke with ER counsel and we discussed the EAJA letter and the specifics of the request. The new due date for submission of the PST is 8/14. (b) (5) [REDACTED] We discussed the issues to be addressed in the PST. (b) (5) [REDACTED]
9/20/19	Collins	Phone	I called and LVM requesting a call back to discuss (b) (5) the case. I will be following up with an email.
9/20/19	Collins	Phone	I spoke with Grant (b) (5) [REDACTED] I (b) (5) [REDACTED] I gave him a noon, Monday September 23, deadline to provide the assurances (b) (5) [REDACTED]
9/25/19	Brendan Cummins	Phone	I spoke with counsel for the Employer (b) (5) [REDACTED] (b) (5) but he would need to

[illegible]

**UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

AMAZON.COM SERVICES, INC.,

and

Case 18-CA-244295

THE AWOOD CENTER.

EMPLOYER'S INITIAL POSITION STATEMENT

I. INTRODUCTION

As relevant here, Respondent Amazon.com Services, Inc.¹ (“Amazon”) employs “Associates” who package and ship assorted products from warehouses called “fulfillment centers,” including one located in Shakopee, Minnesota, where the employees described in the charge work. Amazon’s fulfillment center in Shakopee is known as “MSP1.” MSP1 opened in July 2016 and currently employs about 1,100 Associates.

According to its website, Charging Party, the Awood Center, is as a worker-led “community organization” based in Minneapolis, Minnesota.² According to its Facebook page, “[t]he Awood Center is a place for the East African Community to learn, defend our rights at work, and build East African worker power.”³

¹ The charge incorrectly identifies the company as Amazon.com, Inc.

² See <http://www.awoodcenter.org/about/> (last visited Aug. 17, 2019).

³ See https://www.facebook.com/pg/Awoodcenter/about/?ref=page_internal (last visited Aug. 17, 2019).

II. THE CHARGE

The Awood Center filed the charge on July 2, 2019. The charge alleges that, in March 2019, Amazon violated the National Labor Relations Act (“NLRA” or “the Act”) by “deduct[ing] unpaid leave benefits form [sic] workers for engaging in protected strike activity.”

As outlined in detail below, the charge is wholly without merit and must be dismissed, absent withdrawal.

III. FACTS

A. AMAZON’S TIME-OFF BENEFITS.

Amazon’s Attendance Policy provides employees working at MSP1 with three different time-off benefits: (1) Paid Time Off, (2) Leaves of Absence, and (3) Unpaid Time.⁴

Paid Time Off. Amazon offers employees five different types of paid-leave benefits:

- Vacation;
- Paid Personal Time;
- Holiday Pay;
- Jury & Witness Duty; and
- Bereavement.

Employees meeting the qualifications for these benefits are permitted to use one or more of these paid-leave benefits to receive pay for hours that are missed.

Leaves of Absence. An employee’s absence may also qualify as a Leave of Absence under one or more of Amazon’s leave-of-absence policies, such as FMLA leave and workers’ compensation leave. The terms and qualifications of each type of leave are governed by separate policies not relevant here.

⁴ A copy of the Attendance Policy is attached as Exhibit 1.

Unpaid Time. Amazon also provides employees with Unpaid Time (“UPT”) benefits.

UPT benefits are designed to be used to cover time off that is needed to cover “last-minute issues or emergencies.” As the policy explains:

We understand there are unforeseen events that may be beyond your control. UPT is intended for those last minute issues or emergencies; otherwise one hour notification is required. UPT is unpaid and tracked according to the number of hours used.

Depending on the employee’s status type, newly-hired employees receive an initial grant of 10, 20, or 30 hours of UPT. Employees then receive quarterly grants of additional UPT hours based on their employment status, up to a maximum UPT balance. The following chart summarizes the allocation of UPT:

Hourly Employees Status Type	Total Hours/Year (Hours)	Quarterly Grant (Hours)	Maximum (Hours)	New Hire Grant (Hours)
Flex Time Less than 20 hrs/week	40	10	40	20
Part Time 20-29 hrs/week	80	20	80	30
Part Time 20-29 hrs/week	40	10	40	10
Reduced-Time 30-39 hrs/week	80	20	80	10
Full-time 40+ hrs/week	80	20	80	10

Amazon’s automated timekeeping system designates any absence that occurs during an employee’s scheduled shift as UPT. For example, the timekeeping system would charge an employee who clocks out from the timekeeping system two hours early to pick up his or her child from school two hours of UPT. Likewise, an employee who clocks in one hour late because of car trouble would be charged one hour of UPT.

Absences that are automatically designated as UPT hours are not necessarily charged against the employee's UPT balance, however, and are not necessarily unpaid. This is because Amazon's policy allows employees to substitute Paid Personal Time for missed time that is initially designated as UPT:

You are able to cover UPT with personal time. The expectation to cover UPT with personal time is by the end of your next scheduled shift or pay period, whichever is sooner. For example, if an associate is scheduled Sunday to Wednesday 6 a.m. to 4:30 p.m. and leaves early on Tuesday at 3 p.m., he/she will be charged 2 UPT hours. If he/she would like to be paid for this missed time, he/she will have until the end of their next scheduled shift on Wednesday to apply personal time.

Under the Attendance Policy, discipline for missed time is only possible if two conditions are met: (1) the employee has exhausted his or her UPT balance (notwithstanding the initial grant and quarterly grants of UPT time) and (2) the additional missed time is not covered by any other time-off policy. To help employees avoid discipline, the Attendance Policy provides for a "UPT balance update support discussion" (hereafter "UPT Support Discussion") for employees whose UPT balance drops below 10 hours (or 15 hours for long-term employees).

The UPT Support Discussion is not punitive. Instead, it is designed to help employees *avoid* discipline by identifying and removing barriers that may be causing the employee to utilize too much UPT time:

The discussion will focus on the development of a plan that allows you to address any potential issues or barriers that are keeping you from attending your regular shift. The goal of this is to work with you to find a solution for any concerns, as we want to ensure your continued employment with us.

The UPT Support Discussion serves as a reminder to employees about their attendance status to help them avoid attendance-related discipline.

Importantly, the UPT Support Discussion does not serve as a mandatory prerequisite to attendance-related discipline. The UPT Support Discussion is an opportunity—not a

consequence—to explore solutions to any barriers faced by the employee in order to “ensure [the employee’s] continued employment” The discussion is similar to the “interactive process” under the Americans with Disabilities Act, in which the employee and the employer discuss barriers faced by the disabled employee and how those barriers can be removed in order for the employee to be successful.

Required Notice. In some cases, employees utilizing time off benefits are required to provide advanced notice and receive management approval:

Time Off Option	Absence Type	Notification Required	Approval Required	Paid
Vacation	Full Day Late Arrival Early Departure	Yes – 24 hour notice	Yes	Yes
Personal Time	Full Day Late Arrival Early Departure	Yes – Attendance hotline Yes – Attendance hotline Yes – 1 hour prior to departure	No	Yes
Unpaid Time	Full Day Late Arrival Early Departure	Yes – Attendance hotline Yes – Attendance hotline Yes – 1 hour prior to departure	No	No

Providing notice allows the employee’s manager “to staff appropriately to meet customer demand.” Nevertheless, the policy makes clear that Amazon “understand[s] that there are unforeseen events that may result in less than a one hour notification.”

B. CONTINUING INTERMITTENT WORK STOPPAGES ORGANIZED BY THE AWOOD CENTER.

Since its founding in 2017, the Awood Center has organized numerous protests and work stoppages at Amazon’s facilities located in Minnesota. These events took place both before and after the events relevant to the charge in March 2019.

In 2017, the Awood Center organized two protests at Amazon's facility located in Eagan, Minnesota. The first took place on November 20 and was announced on the Awood Center's Facebook page. The second took place on December 18.

A third protest took place at Amazon's Eagan facility on June 4, 2018. News reports identified the Awood Center as "the group behind" the protest and described the organization as "a year-old local advocacy group for East African workers that's backed by the Service Employees International Union and by Minnesota's chapter of the Council on American-Islamic Relations." See Bloomberg Law, Prime Day-Ramadan Conflict Spurs Rare Amazon Worker Agitation, (June 7, 2018).⁵

A fourth protest took place on December 14, 2018, at MSP1 in Shakopee. On November 20, the Awood Center announced the protest on its Facebook page. News reports of the December 14 protest described "a group of about 100 Somali-American workers and their supporters." Star Tribune, Workers protest conditions at Amazon's Shakopee center.⁶

C. DURING THE (b) (6), (b) (7)(C) SHIFT ON MARCH 7-8, 2018, SEVERAL EMPLOYEES CLOCKED OUT AND MET WITH A REPRESENTATIVE FROM THE AWOOD CENTER AT A LOCAL PERKINS.

The (b) (6), (b) (7)(C) shift at MSP1 on March 7-8, 2018, was not particularly eventful. At some point around (b) (6), (b) (7)(C) on March 7, several employees clocked out and left Amazon's premises. Based on press reports, it is believed that some or all of these employees went to a local Perkins Restaurant in order to meet with (b) (6), (b) (7)(C) of the Awood Center.

⁵ The article is available at <https://www.bloomberglaw.com/document/XE8VFRMC000000>.

⁶ The article is available at <http://www.startribune.com/workers-protest-conditions-at-amazon-s-shakopee-center/502829882/> (Dec. 14, 2018).

At approximately (b) (6), (b) (7)(C) on March 8, (b) (6), (b) (7)(C) sent the following e-mail to several Amazon representatives, including MSP1 (b) (6), (b) (7)(C) :

Dear Amazon management [*sic*],

We would like to bring to your attention that a group for [*sic*] workers walked off job (b) (6), (b) (7)(C) in protest for these demands:

We (b) (6), (b) (7)(C) have decided to clock out together for a few hours (b) (6), (b) (7)(C) to demand that management make the following changes:

1. Give us a say when making changes to processes and standards.
2. Give us the support we need on the floor to do our jobs effectively.
3. End unfair write ups, lower the number of units (b) (6), (b) (7)(C) and lower the minimum rate.
4. Recognize the hard work of our white badge co-workers by immediately converting them all to blue badges.

Awood Center is following this very closely.⁷

Shortly before (b) (6), (b) (7)(C) on March 8, several individuals appeared at MSP1 and attempted to hand a sheet of paper to (b) (6), (b) (7)(C). While (b) (6), (b) (7)(C) declined to accept the letter, it was subsequently e-mailed to management.⁸ The letter lists several “demands” under the topics such as: “safety and humane rate,” “respect,” “reliable jobs,” and “employee voice.”⁹ The back of the letter includes what appears to be (b) (6), (b) (7)(C) names and signatures.

At approximately (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) employees clocked back in and resumed working. When these employees returned to MSP1, they did *not* condition their return-to-work on

⁷ A copy of (b) (6), (b) (7)(C) email is attached as Exhibit 2.

⁸ A copy of the letter is attached as Exhibit 3.

⁹ A local news report noted that the “demands” appeared to be the same as they were in previous protests: “Their demands – written on a legal pad and posted to Awood’s Facebook page – are much the same as they were in December.” City Pages, [Amazon workers strike again with three-hour walk-out in Shakopee](http://www.citypages.com/news/amazon-workers-strike-again-with-three-hour-walk-out-in-shakopee/506992251) (available at <http://www.citypages.com/news/amazon-workers-strike-again-with-three-hour-walk-out-in-shakopee/506992251> (March 12, 2019)).

Amazon agreeing to their demands. Instead, they simply clocked back in and resumed working. Other employees who clocked out simply returned to work for their next scheduled shift.

According to a post on the Awood Center's Facebook page at (b) (6), (b) (7)(C), on March 8, (b) (6), (b) (7)(C) a majority of workers in the (b) (6), (b) (7)(C) department at Amazon's MSP1 . . . walked off the job for 3 hours to demand better working conditions.”¹⁰ The post also claimed that “(b) (6) workers” participated in the walkout.

D. AMAZON'S TIME RECORDS REVEAL NO EMPLOYEES WERE DISCIPLINED FOR ABSENCES ON MARCH 7-8 AND ONLY (b) (6), (b) (7)(C) EMPLOYEES MAY HAVE LEFT TO MEET WITH THE AWOOD CENTER.

Contrary to the Awood Center's narrative, Amazon's time records show that on March 7-8, there were a total of (b) (6) employees that were absent at some point during their shift.¹¹ It is equally clear that none of these employees were disciplined for their absences on March 7-8.

With respect to the reason for their absence on March 7-8, the vast majority of these employees do not appear to have been engaged in any protest activity organized by the Awood Center. Instead, the (b) (6) employees who were absent on March 7-8 can be divided into three groups: (1) the (b) (6), (b) (7) employees who did not clock in or out on March 7-8, (2) the (b) (6), (b) (7)(C) employees who clocked out around (b) (6), (b) (7)(C) (b) (6), (b) (7) of whom clocked back in at (b) (6), (b) (7)(C) and (3) the (b) (6) employees who clocked out (b) (6), (b) (7)(C) and never returned.¹² Of these employee groups, it appears that only those in Group 2 were potentially involved in the activities organized by the Awood Center.

¹⁰ Available at https://www.facebook.com/pg/Awoodcenter/posts/?ref=page_internal.

¹¹ A copy of the employees at MSP1 who utilized UPT on March 7-8 is attached as Exhibit 4. A copy of the UPT balances for the same employees from January 1, 2019 to July 1, 2019 is attached as Exhibit 5.

¹² One employee (b) (6), (b) (7)(C) clocked out at (b) (6), (b) (7)(C) and clocked back in at (b) (6), (b) (7) on March 7, which is *before* any of the alleged “strike activity” occurred.

1. Group 1: The (b) (6), (b) (7)(C) Employees Who Were Absent for their Entire Shifts.

The first group of employees were absent for the entire shift did not clock in or out on March 7-8. Specifically, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) – did not did not punch in or out on March 7-8.

It does not appear as though any of these employees participated in the meeting with (b) (6), (b) (7)(C) at Perkins. Further, none of their names appear on the document provided to management on March 8.

Of these employees, (b) (6), (b) (7)(C) employees – (b) (6), (b) (7)(C) utilized paid Vacation for their shift. This means that their absences would have needed to have been approved in advance and no UPT time was deducted from their UPT balance. The final employee – (b) (6), (b) (7)(C) – utilized UPT for (b) (6), (b) (7)(C) entire shift because (b) (6), (b) (7)(C) never clocked in or out on March 7-8.

Importantly, *none of these employees received any discipline as a result of their absence on March 7-8.* Indeed, (b) (6), (b) (7)(C) of the (b) (6), (b) (7)(C) were *paid* for the missed time – i.e., they used paid Vacation for their absences. In addition, none of these employees received a UPT Support Discussion as a result of their absence on March 7-8. Finally, (b) (6), (b) (7)(C) of the (b) (6), (b) (7)(C) remain employed by Amazon – (b) (6), (b) (7)(C) – and the third – (b) (6), (b) (7)(C) voluntarily resigned (b) (6), (b) (7)(C) position.

2. Group 2: The (b) (6), (b) (7)(C) Employees Who Clocked Out at (b) (6), (b) (7)(C)

A second group of (b) (6), (b) (7)(C) employees clocked out (b) (6), (b) (7)(C) on March 7-8:

#	Name	Punch Out	Punch In	UPT Used	UPT Balance
(b) (6), (b) (7)(C)					

(b) (6), (b) (7)(C)

It is unclear whether all of these employees participated in the meeting with (b) (6), (b) (7)(C) at Perkins. However, it is clear that (b) (6), (b) (7)(C) of these employees signed the sheet of paper provided to management on March 8: (b) (6), (b) (7)(C) In addition, (b) (6), (b) (7)(C) of these employees clocked back in at (b) (6), (b) (7)(C) and resumed working: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) The other (b) (6), (b) (7)(C) employees returned to work for their next scheduled shift.

Importantly, Amazon's records demonstrate that (b) (6), (b) (7)(C) of the (b) (6), (b) (7)(C) employees used *PTO (instead of UPT) to cover their absences on March 7-8: (b) (6), (b) (7)(C)* (b) (6), (b) (7)(C) Individuals utilizing PTO are designated with a "*" in the chart above. Specifically, pursuant to Amazon's Attendance Policy, these employees substituted accrued and unused Paid Personal Time (rather than UPT) for their absences on March 7-8. As a result, *their UPT balances were not charged for the missed time and they were paid for the missed time.* The remaining employees utilized UPT for any time missed during their scheduled shift. *None of the (b) (6), (b) (7)(C) employees subsequently requested that Amazon credit back any UPT associated with this absence.*

Importantly, *none of these employees received any discipline as a result of their absence on March 7-8.* Indeed, (b) (6), (b) (7)(C) of the (b) (6), (b) (7)(C) were *paid* for the missed time – i.e., they used

Paid Personal Time for their absences, and thus their UPT balances were unaffected. In addition, none of these employees received a UPT Support Discussion as a result of their absence on March 7-8. Finally, *all of the (b) (6), (b) (7)(C) employees remain actively employed by Amazon.*

3. Group 3: The (b) (6) Employees Who Clocked Out (b) (6), (b) (7)(C)

A third group of (b) (6) employees clocked out (b) (6), (b) (7)(C) on March 8, which was before the end of their shift but after the email from (b) (6), (b) (7)(C)

#	Name	Punch Out	Punch In	UPT Used	UPT Balance
(b) (6), (b) (7)(C)					

It does not appear as though any of these employees participated in the meeting with (b) (6), (b) (7)(C) at Perkins. Further, none of their names appears on the document provided to management on March 8.

In addition, (b) (6), (b) (7)(C) of the (b) (6), (b) (7)(C) employees used PTO (instead of UPT) to cover their absences on March 7-8: (b) (6), (b) (7)(C) As a result, their UPT

balances were not charged for the missed time and they were paid for the missed time. The remaining employees utilized UPT for any time missed during their scheduled shift.

Importantly, *none of these employees received any discipline as a result of their absence on March 7-8*; indeed, (b) (6), (b) (7)(C) of the (b) (6), (b) (7)(C) were *paid* for the missed time – i.e., they used Paid Personal Time for their absences. None of the (b) (6), (b) (7)(C) requested that any UPT associated with this absence – even initially – somehow be credited back. Only (b) (6), (b) (7)(C) employee – (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) – received a UPT Support Discussion as a result of (b) (6), (b) (7)(C) absence on March 7-8. It is clear, however, that (b) (6), (b) (7)(C) was not disciplined and continued to be employed by Amazon until (b) (6), (b) (7)(C) voluntary resignation. Finally, (b) (6), (b) (7)(C) of the employees remain actively employed by Amazon, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) voluntarily resigned (b) (6), (b) (7)(C) position.

E. INTERMITTENT WORK STOPPAGES CONTINUE UNABATED.

After the events of March 7-8, the Awood Center announced in early July that it was organizing another protest at MSP1 on July 15. According to a statement released by the Awood Center, the protest was part of a *continuing effort* over the course of 18 months. See KMSF, In midst of ‘Prime Day,’ Amazon workers in Shakopee to strike.¹³ A similar message was posted on the Awood Center’s Facebook page: “Amazon workers in Minnesota have been organizing over the last 18 months supported by the Awood Center”¹⁴

¹³ This article is available at <https://kstp.com/business/in-midst-of-prime-day-amazon-workers-shakopee-strike-pay-working-conditions-concerns/5423106> (July 15, 2019).

¹⁴ Available at <https://www.facebook.com/events/2084548085172315/>.

On August 8, the Awood Center organized another protest at Amazon’s facility in Eagan. A local news outlet reported that “[a]bout (b) (6) workers walked off the job for over two hours” City Pages, Eagan Amazon workers strike so they can park without getting towed.¹⁵

IV. ANALYSIS

A. THE REGION MUST FIRST DETERMINE WHETHER THE AWOOD CENTER HAS STANDING.

Before examining the substance of the charge, there is a preliminary question of whether the Charging Party has standing to file a charge. The NLRB Rules and Regulations provide that “[a]ny person may file a charge alleging that any person has engaged in or is engaging in any unfair labor practice affecting commerce.” 29 C.F.R. § 102.9. While broad, the definition is not unlimited. Specifically, with respect to the definition of “person,” the NLRB Rules and Regulations incorporate the definition of “person” set forth in the Act. See 29 C.F.R. § 102.1. The Act defines “person” to include the following: “one or more individuals, labor organizations, partnerships, associations, corporations, legal representatives, trustees, trustees in cases under title 11, or receivers.” 29 U.S.C. § 152(1).

On its website, the Charging Party describes itself as “a community organization whose mission is to build economic and political power amongst workers in the East African community of Minnesota.” While a “labor organization” is clearly within the statutory definition of “person,” it is not clear that a “community organization” is within the contemplation of “person” as defined by the Act. While the Region may ultimately conclude that the Awood Center falls under the definition of “association” or “corporation,” the entity may not take advantage of Board processes unless or until it is determined that it has standing to do so. Thus,

¹⁵ This article is available at <http://www.citypages.com/news/eagan-amazon-workers-strike-so-they-can-park-without-getting-towed/530032461>.

before the substantive allegations can be examined, the Region must first confirm that the charge was filed by a “person” as contemplated by Section 102.9.

Even if the Region determines that the Awood Center has standing, the Charge lacks merit and must be dismissed for several reasons: (1) deducting UPT is not discipline and there is no evidence that any employee was disciplined for an absence on March 7-8; (2) there is no evidence of anti-union or retaliatory animus; (3) Amazon had legitimate business reasons for deducting the UPT hours; (4) Amazon’s employees were not engaged in protected activity when they absented themselves from work on March 7-8; and (5) any strike, assuming that it existed, would have been an unprotected intermittent strike.

B. DEDUCTING UPT IS NOT “DISCIPLINE” AND THERE IS NO EVIDENCE THAT ANY EMPLOYEE WAS DISCIPLINED AS A RESULT OF A LOSS IN UPT.

As explained below in sections E and F, the Amazon’s employees were not engaged in protected concerted activity during the (b) (6), (b) (7)(C) shift of March 7-8. And even if they were, the charge fails as a matter of law because deducting UPT hours is not “discipline.” Moreover, although an employee’s exhaustion of all his or her UPT time could result in discipline, the uncontroverted record reveals that *no employee experienced any “discipline” as a result of their absence on March 7-8.*

An employer’s action constitutes discipline only when it lays “a foundation for future disciplinary action against [the employee].” Trover Clinic, 280 NLRB 6, 16 (1986). That is, to constitute actionable discipline, there must be evidence that the action plays a role in the employer’s disciplinary system. Compare Promedica Health Systems, 343 NLRB 1351, 1351 (2004) (coachings constituted discipline where employer took them “into consideration in determining whether further discipline is warranted, and the nature of that discipline, for future infractions”) and Lancaster Fairfield Community Hospital, 311 NLRB 401, 403 (1993)

(“conference report” issued to employee was not discipline where the General Counsel failed to prove it was part of disciplinary system).

Here, UPT time is a *benefit* that is provided to Amazon employees upon hire and in quarterly grants throughout their employment. It is simply used as a tracking mechanism to account for unscheduled time off that is taken during an employee’s scheduled shift. Utilizing UPT time neither begins a disciplinary process nor plays a part in the disciplinary process. In fact, if an employee needs to be absent and does not want to use UPT time, the employee can substitute accrued and unused Paid Personal Time for any absences that would otherwise be covered by UPT. There is simply no way that a benefit that is provided to employees for them to utilize as needed (in the form of UPT) can be characterized as “discipline” under the NLRA.

Under the Attendance Policy, discipline is only possible if the employee exhausts his or her UPT balance and the absence is not covered by any other time-off policy. Here, the record is clear that *no employee suffered any discipline as a result of an absence on March 7-8 because no employee had a negative UPT balance*. In fact, with respect to the (b) (6), (b) (7)(C) employees who clocked out at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) *of these employees utilized Paid Personal Time (instead of UPT hours), were paid by Amazon for their absence, and did not receive any deduction in their UPT balance*. In total, (b) (6), (b) (7)(C) of the (b) (6) employees who were absent on March 7-8 were paid for the time by Amazon because they used Paid Personal Time or Vacation and their UPT balances were not reduced. With respect to the remaining (b) (6) employees who were absent during their shift on March 7-8, none of these employees exhausted their UPT balances and none were disciplined as a result of their absences.

Further, the record also establishes that no employees participated in a UPT Support Discussion as a result of time missed on March 7-8.¹⁶ Even if they did, these discussions also do not constitute discipline under the Act because they do not affect any term or condition of employment and management does not predicate discipline on such discussions. See, e.g., Lancaster Fairfield Comm. Hosp., 311 NLRB 401, 403 (1993) (holding that conference report regarding employee's disruptive behavior "constituted nothing more than counseling" and "did not affect any term or condition of employment" because it "merely warned an employee of potential performance or behavior problems" and "no discipline was being imposed"). The UPT Support Discussion serves two limited purposes: (1) to remind associates of the Attendance Policy; and (2) to help associates *avoid* attendance-related discipline. It defies logic to hold that Amazon somehow disciplined its associates by giving them an opportunity to avoid discipline.¹⁷

Because none of the employees was disciplined for absences occasioned on March 7-8, the charge is without merit and must be dismissed.

¹⁶ The only exception is (b) (6), (b) (7)(C) who received a UPT Support Discussion on (b) (6), (b) (7)(C). However, the undisputed record shows that (b) (6), (b) (7)(C) was not engaged in any protected activity on March 7-8. Specifically, (b) (6), (b) (7)(C) clocked out early at (b) (6), (b) (7)(C), which is after the email sent by the Awood Center. (b) (6), (b) (7)(C) also did not sign the document presented to management at (b) (6), (b) (7)(C).

¹⁷ Indeed, courts uniformly recognize, in a wide variety of contexts, that personal discussions, counselings, and warnings do not constitute discipline unless they affect an adverse consequence. See, e.g., Tepperwien v. Entergy Nuclear Ops., Inc., 663 F.3d 556, 570 (2d Cir. 2011) (counseling letter that did not place plaintiff in an active disciplinary process "was not a material adverse employment action"); Haynes v. Level 3 Commc'ns, LLC, 456 F.3d 1215, 1224 (10th Cir. 2006) ("A written warning may be an adverse employment action only if it effects a significant change in the plaintiff's employment status."); Weeks v. N.Y. State, 273 F.3d 76, 86 (2d Cir. 2001) (holding, in the context of a "counseling memo," that "criticism of an employee (which is part of training and necessary to allow employees to develop, improve and avoid discipline) is not an adverse employment action" (parenthetical in original)); Kersting v. Wal-Mart Stores, Inc., 250 F.3d 1109, 1118-19 (7th Cir. 2001) (verbal warnings that "did not result in, and were not accompanied by, any tangible job consequence" did not constitute materially adverse employment action); Mattern v. Eastman Kodak Co., 104 F.3d 702, 708 (5th Cir. 1997) (final warning did not constitute adverse employment action because of its "lack of consequence"). The foregoing represents a small fraction of the many cases that recognize this settled rule of law.

C. EVEN ASSUMING THAT SIMPLY DEDUCTING UPT CONSTITUTES “DISCIPLINE” (WHICH IT DOES NOT), THE EVIDENCE CONFIRMS THAT THERE WAS NO ANIMUS.

Pursuant to Wright Line, the charging party must make a *prima facie* showing sufficient to support the inference that protected conduct on the part of employees on March 7-8 was a motivating factor in Amazon’s decision to deduct UPT. Specifically, the charging party must demonstrate: (1) that the employees engaged in protected conduct; (2) that Amazon had knowledge that the employees engaged in protected conduct; and (3) that Amazon harbored animus toward the protected activity. As Member Johnson has noted, because Wright Line is “inherently a causation test,” inclusion of a “link” or “nexus” would be superfluous, inasmuch as the “ultimate inquiry” is whether there was a nexus between the protected activity and the adverse employment action. St. Bernard Hospital, 360 NLRB No. 12 n.2 (2013).

It is plain that Charging Party has not established – and cannot establish – a *prima facie* case.

As an initial matter, as set forth in detail below, Amazon *denies that the employees were engaged in protected conduct on March 7-8*. See infra IV.E.-F. It is Charging Party’s burden to establish that he did so, and Amazon expects the Region to put Charging Party to the test as to this element.

In any case – and perhaps more importantly – *Amazon had no knowledge that the employees were engaged in any protected conduct at the time UPT was deducted*. As noted above, UPT hours are *automatically* charged when the employee punches out during their scheduled shift. In addition, even assuming that Amazon received and read the Awood Center’s e-mail at (b) (6), (b) (7)(C) it still would not have knowledge of any protected activity at the time that

UPT was deducted. By itself, this factor is dispositive. *Charging party cannot possibly establish employer knowledge, and this compels the conclusion that the charge must be dismissed.*

If that were not enough, *there is no evidence of union animus or discrimination.* All employees who punched out during their shift on March 7-8 were charged with UPT unless they utilized Vacation or Paid Personal Time pursuant to the Attendance Policy. This includes employees like (b) (6), (b) (7)(C), who had UPT deducted when he clocked out at (b) (6), (b) (7)(C) and back in at (b) (6), (b) (7)(C) which is *before* any alleged protest activity occurred. Other employees, such as (b) (6), (b) (7)(C) did not clock out until (b) (6), (b) (7)(C) which is long after the alleged protest ended. Charging Party cannot seriously claim that these employees were engaged in the protest. Yet, they were treated no differently than anyone else who clocked out on March 7-8.

Moreover, Charging Party does not even allege that the Employer violated Section 8(a)(1) by virtue of any statements made to employees, either around the time of the walkout or even months before. *There is simply no evidence of animus in this case.*

Indeed, the facts affirmatively demonstrate that Amazon treated all employees who clocked out on March 7-8 no differently than it treated any other employees who clocked out during their scheduled shifts. Thus, the charging of UPT time had nothing to do with any protected activity or anything related to unions or unionization.

In summary, there is not a single shred of evidence to support a finding that the deducting of UPT time was unlawfully motivated. *First*, Amazon had legitimate business reasons for deducting the UPT time. *Second*, Charging Party has not submitted any evidence reflecting animus on the part of any agents/supervisors, much less those who played any role whatsoever the deducting of UPT time. In these circumstances, Charging Party has not even presented a

prima facie case of unlawful retaliation, and there is no basis for concluding that Amazon violated the Act. The charge must therefore be dismissed (absent withdrawal).

D. EVEN IF AMAZON’S LACK OF ANIMUS IS IRRELEVANT (WHICH IT IS NOT), AMAZON DID NOT VIOLATE THE ACT BECAUSE AMAZON’S LEGITIMATE JUSTIFICATIONS ASSOCIATED WITH THE ATTENDANCE POLICY OUTWEIGH ANY LIMITED IMPACT ON EMPLOYEE RIGHTS UNDER THE ACT.

Even if deducting UPT hours could potentially “interfere” with Section 7 activity, Amazon’s policy of deducting UPT time for employee absences is lawful under the Board’s decision in Boeing Co., 365 NLRB No. 154 (2017).

In Boeing Co., 365 NLRB No. 154 (2017), the Board held that when it considers “a facially neutral policy, rule or handbook provision that, when reasonably interpreted, would potentially interfere with the exercise of NLRA rights, the Board will evaluate two things: (i) the nature and extent of the potential impact on NLRA rights, and (ii) legitimate justifications associated with the rule.” Id. at 3. In conducting this evaluation, the Board will strike a proper balance between the asserted business justifications and the invasion of employee rights in light of the Act and its policies, viewing the rule or policy from the employees’ perspective. Id.

Here, Amazon’s legitimate business justification for implementing the automated timekeeping system with related Attendance Policy (i.e., tracking and minimizing unproductive time across a large employee population) outweighs any limited impact on an employee’s ability to leave the workplace at will in order to discuss their terms and conditions of employment with a union representative or other “community organization.” As noted above, the Board has long held that “[t]he Act . . . does not prevent an employer from making and enforcing reasonable rules covering the conduct of employees on company time. Working time is for work.” Peyton Packing Co., 49 NLRB 828, 843 (1943). Indeed, in this case, it is not even clear which employees were engaged in the alleged protest. Only (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) clocked out at (b) (6), (b) (7)(C) and also signed the document containing the list of “demands.” Yet, the record is clear that none of these employees experienced any “discipline,” none of these employees had a UPT Support Discussion, and each of these employees continues to be employed by Amazon. In fact, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) utilized Paid Personal Time to cover their absence on March 7-8. There is simply no evidence that Amazon’s facially-neutral timekeeping system and Attendance Policy unduly burdens rights under the NLRA.

E. EVEN ASSUMING THAT DEDUCTING UPT TIME CONSTITUTES “DISCIPLINE” (WHICH IT DOES NOT) AND AMAZON’S LACK OF ANIMUS IS IRRELEVANT (WHICH IT IS NOT), AMAZON DID NOT VIOLATE THE ACT BECAUSE THE EMPLOYEES AT MSP1 WERE NOT ENGAGED IN A PROTECTED STRIKE OR PROTEST ON MARCH 7-8.

Even assuming that deducting UPT time is “discipline” and that Amazon’s absence of animus is irrelevant, the conduct at issue in this case is not protected because the Act does not protect employees who claim they are “on strike” as an excuse to attend union-sponsored events.

On March 7-8, the workers at MSP1 were not engaged in a protected strike or protest. They left MSP1 to meet at a local restaurant with the (b) (6), (b) (7)(C) of the Awood Center. These discussions resulted in the creation of a list of handwritten “demands” that was not presented to the employer until *after* the employees returned to work. These post-hoc “demands” were not the subject of the walkout but rather what resulted from the meeting that took place *during* the walkout.

Section 7 does not protect employees who absent themselves from work to meet at a local restaurant with a representative from a “community organization.” To the contrary, the Board has long held that such conduct is unprotected by the Act:

- Gulf Coast Oil Co., 97 NLRB 1513 (1952)—Holding that drivers who arrived three hours late because they met with union representatives were not protected by the Act because they were not “engage[d] in a strike or other concerted withholding of work. . . . [T]hey merely intended to take the day off to obtain information from the Union” Id. at 562.
- Terri Lee, Inc., 107 NLRB 560 (1953)—Holding that employees who left work to talk to the union were not “engage[d] in a strike or other concerted withholding of work” but rather “intended to take the day off to obtain information from the Union” Id. at 562.
- GK Trucking, 262 NLRB 570 (1982)—Holding that two employees who absented themselves from work to attend a union meeting were not protected by the Act because “This is the very kind of activity which can and should *take place on employees’ own time.*”
- Quantum Electric, Inc., 341 NLRB 1270 (2004)—Affirming an ALJ decision that found that the employer’s discipline of four employees who left work early to attend a union meeting did not violate the Act. The ALJ reasoned that, by leaving work early, “they were *not* engaging in a *strike, withholding of work, or other permissible form of protest* to demonstrate their disagreement with working conditions.[] *They simply ceased work early to facilitate attendance at a union meeting.* Leaving work early is not protected activity even when the object of leaving is to engage in protected activity.”
- La Veranda, Case No. 4-CA-34718, 2006 NLRB GCM LEXIS 57 (Nov. 15, 2006)—“*Employees have no Section 7 right to time off, even when the reason for missing work is to engage in protected activity elsewhere.*”

Here, as in Gulf Coast, Terri Lee, GK Trucking, and Quantum Electric, the employees' conduct *usurped part of the workday* (i.e., "working time") for their own purposes. There is no reason why the employees could not have discussed the employer's policies or created a list of "demands" on non-worktime. Instead, they walked off the job, leaving their workstations to meet at a local Perkins restaurant. As a result, their walkout was not protected and any alleged discipline did not violate the Act.

It is also telling that (b) (6) of the (b) (6) employees who clocked out at (b) (6), (b) (7)(C) utilized PTO in order to be paid for their absences. Specifically, (b) (6), (b) (7)(C) substituted Paid Personal Time instead of UPT time for their absences on March 7-8. The fact that the majority of employees who clocked out at (b) (6), (b) (7)(C) were actually *paid* by Amazon for their time away is antithetical to any claim by Charging Party that they were engaged in "strike-related activities."

F. EVEN ASSUMING DEDUCTING UPT TIME CONSTITUTES "DISCIPLINE" AND THAT AMAZON'S LACK OF ANIMUS IS IRRELEVANT (NEITHER OF WHICH IS CORRECT) AND THAT THE EMPLOYEES' ACTIVITY ON MARCH 7-8 STANDING ON ITS OWN WAS PROTECTED (WHICH IT IS NOT), AMAZON DID NOT VIOLATE THE ACT BECAUSE THE EMPLOYEES WERE ENGAGED IN AN UNPROTECTED INTERMITTENT STRIKE.

Regardless of the Region's findings on any of the issues above, the charge should still be dismissed because the employees were engaged in conduct that is not protected by the Act. Specifically, their conduct on March 7-8 was part of a continuing course of intermitted work stoppages organized and promoted by the Awood Center.

As the Board recently explained in Walmart Stores, Inc., 368 NLRB No. 24 (July 25, 2019): "[I]ntermittent strikes are unprotected by the Act. In other words, intermittent strikes are not unlawful, but employers do not contravene the Act by disciplining participants in such strikes." Id. at 1; see also Polytech, Inc., 195 NLRB 695, 696 (1972). What makes "a work

stoppage unprotected is . . . the refusal or failure of the employees to assume the status of strikers, with its consequent loss of pay and risk of being replaced.” First Nat’l Bank of Omaha, 171 N.L.R.B. 1145, 1151 (1968)), enfd., 423 F.2d 921 (8th Cir. 1969); Walmart Stores, Inc., 368 NLRB No. 24 at 1 (reversing administrative law judge and stating that “an intermittent strike unprotected by the Act is a strike pursuant to ‘a plan to strike, return to work, and strike again.’”)

As the Supreme Court explained, while employees generally have the right to strike, they do not have the right to come and go from work at their whim and on their terms:

[T]here is nothing in the statute which would imply that the right to strike “carries with it” the right exclusively to determine the timing and duration of all work stoppages. The right to strike as commonly understood is the right to cease work—nothing more. . . .

Am. Ship Bldg. Co. v. NLRB, 380 U.S. 300, 310 (1965); see also NLRB v. Blades Mfg. Corp., 344 F.2d 998, 1000-01 (8th Cir. 1965) (“walk out for a day” strategy was not protected). In other words, employees dissatisfied with working conditions have two options – and only two options – (1) they either may strike/quit, or (2) they may continue to work under the terms set by the employer. They may not do both and attempt to dictate their schedules and hours of work by walking off and on the job at their whim.

In this case, like the workers at issue in Walmart, the employees were engaged in “a strategy to use a series of strikes in support of the same goal.” Specifically, the Awood Center has organized purported “strikes” at MSP1 and Amazon’s facility located in Eagan, Minnesota, in November 2017, December 2017, June 2018, December 2018, March 2019, July 2019, and August 2019. Each time, the Awood Center made clear that it will continue to utilize hit-and-run

strikes to force Amazon to accede to its demands. Comments from the Awood Center itself make plain that the organization plans to continue to organize hit-and-run “strikes”:¹⁸

- “Amazon workers in Minnesota have been *organizing over the last 18 months supported by the Awood Center*”¹⁹
- “Organizers corralled the rally back to the street, with shouts of “*Amazon, we’ll be back*” trailing behind them.”²⁰
- “The strike was part of an *ongoing effort* to pressure the company . . . , according to community organization Awood Center.”²¹

To the extent that employees were considered to have engaged in strike-related activities, they were not engaged in a true “economic strike.” As the Board explained in Walmart Stores:

Broadly stated, a genuine economic strike involves employees fully withholding their labor in support of demands regarding their terms and conditions of employment until their demands are satisfied or they decide to abandon the strike. At the end, employees make an unconditional offer to return to work and generally must be reinstated unless they have been permanently replaced. Striking and then returning to work with the intention of striking again is simply not the same.

Id. at 3 (citations omitted). Here, there was no withholding of labor – (b) (6) employees simply clocked out around (b) (6), (b) (7)(C) on March 7. After meeting at a local Perkins, (b) (6), (b) (7) employees returned to work and attempted to deliver a list of “demands” before punching back in and returning to their shifts. Moreover, (b) (6), (b) (7) of the (b) (6), (b) (7)(C) employees utilized *Paid Personal Time, so that their absences on March 7-8 were actually paid by Amazon*. Employees engaged in a legitimate work stoppage do not request and receive paid time off for these absences.

¹⁸ It has also been reported that the Awood Center has a WhatsApp text message group. Messages contained in this group likely provide additional evidence of the Awood Center’s intent. <https://www.nytimes.com/2018/11/20/technology/amazon-somali-workers-minnesota.html>.

¹⁹ Available at <https://www.facebook.com/events/2084548085172315/>.

²⁰ Available at <https://www.wired.com/story/amazon-labor-protests-minnesota-nyc/>.

²¹ Available at <https://www.straitstimes.com/world/united-states/amazon-workers-strike-as-prime-shopping-frenzy-hits>.

The employees and their purported representative, the Awood Center, are trying to have it both ways. They are attempting to exert pressure on Amazon to accept their “demands” through a series of hours-long “strikes” and, fully intending on striking again, are quickly returning to work in order to prevent Amazon from permanently replacing them. This is exactly the type of economic warfare that undermines labor peace and that the NLRA does not protect:

Congress never contemplated such hit-and-run work stoppages in preserving the right to strike (and the concomitant lockout) as the engine for parties to resolve their differences and ultimately eliminate obstructions to commerce and promote overall labor peace. In situations like we have here, employees are acting on a plan to strike at times that would most negatively impact the employer (such as Black Friday and the annual shareholders’ meeting) and, fully intending to strike again, quickly return to work before they could realistically lose their jobs to permanent replacements. This random economic warfare deprives employers of their responsive defense of permanently replacing strikers.

Id. at 3 (citations omitted).

Because the employees’ activities on March 7-8 constituted an unprotected intermittent strike, any “discipline” of employees participating in this action would not violate the Act. Id. at 4. This is true even if it was the employee’s first participation in a “strike.” As the Board explained, “Although it was their first strike, employees who participated in only the Ride for Respect associated themselves with the plan of intermittent action and also lost protection.” Id. at n.4 (citations omitted)). The same is true for the employees at issue in this case. Thus, absent withdrawal, the charge should be dismissed.

V. CONCLUSION

For the reasons argued above, the charge lacks merit and must be dismissed, absent withdrawal.²²

²² Amazon reserves the right to update and/or modify its position and/or arguments in response to the Charging Party’s allegations. The failure to take a certain position or make a certain argument in this position statement shall in no way be construed as a waiver of Amazon’s full rights to assert any and all

Dated: August 29, 2019.

FELHABER LARSON

By /s/ Grant T. Collins
Paul J. Zech
Grant T. Collins
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612)339-6321

ATTORNEYS FOR THE EMPLOYER

defenses it may have. Finally, Amazon reserves the right to assert any and all due process defenses that it may have in connection with the Region's investigation and handling of the charge.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785

Agent's Direct Dial: (952)703-2880

July 29, 2019

GRANT T. COLLINS, Attorney
FELHABER LARSON
220 SOUTH SIXTH STREET, SUITE 2200
MINNEAPOLIS, MN 55402-4504

Re: Amazon.com, Inc.
Case 18-CA-244295

Dear Mr. Collins:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before August 7, 2019, with regard to certain allegations in this case.

Allegations: The allegations for which I am seeking your evidence are as follows.

On or around March 7, 2019, the Employer deducted unpaid leave benefits from workers for engaging in protected strike activity. Specifically, the charge alleges the Employer unlawfully deducted unpaid leave benefit time from employees who engaged in protected strike activity.

The Employer was provided a copy of the list of grievances that was signed by several employees who engaged in the protected strike activity.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by August 5, 2019, to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. A copy of the Employer's Attendance Policy.
2. Documentation that reflecting the Unpaid Personal Time (UPT) balance for all employees that were scheduled to work the (b) (6), (b) (7)(C) shift on March 6, 2019 and March 7, 2019. I am requesting the UPT balances for dates January 1, 2019 through July 2, 2019, for the above-referenced employees.

3. Copies of all communications between the agents of the Employer and between the Employer and employees related to or mentioning the March 6-7, 2019, employee strike. Including but not limited to, written communication, notes of telephone conversations, meeting notes/minutes, file notes, and e-mails.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by August 7, 2019. If you are willing to allow me to take affidavits, please contact me by August 5, 2019, to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (952)703-2880, or e-mail, nira.green@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

/s/ Nira Green

NIRA A. GREEN
Field Examiner

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com, Inc.

and

CASE 18-CA-244295

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Amazon.com, Inc.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

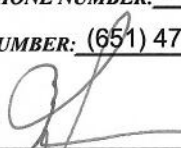
NAME: Paul J. Zech & Grant T. Collins

MAILING ADDRESS: Felhaber Larson, 220 South Sixth Street, Suite 2200, Minneapolis, MN 55402

E-MAIL ADDRESS: pzech@felhaber.com / gcollins@felhaber.com

OFFICE TELEPHONE NUMBER: (612) 338-0535 (PJZ) / (612) 373-8519 (GTC)

CELL PHONE NUMBER: (651) 470-7047 (GTC) FAX: (612) 338-0535

SIGNATURE: 

DATE: (Please sign in ink.) 7/3/19

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com, Inc.

and

CASE 18-CA-244295



REGIONAL DIRECTOR



EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570



GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Amazon.com, Inc. _____

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:



REPRESENTATIVE IS AN ATTORNEY



IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Grant T. Collins

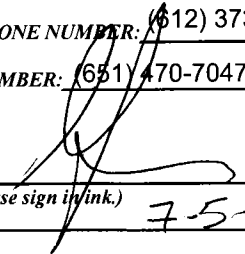
MAILING ADDRESS: Felhaber Larson, 220 South Sixth Street, Suite 2200, Minneapolis, MN 55402

E-MAIL ADDRESS: gcollins@felhaber.com

OFFICE TELEPHONE NUMBER: (612) 373-8519

CELL PHONE NUMBER: (651) 470-7047

FAX: (612) 338-0535

SIGNATURE: 
(Please sign in ink.)

DATE: 7-5-19

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

The Awood Center,

Charging Party,

and

Amazon.com, Inc.,

Employer.

CASE 18-CA-244295

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

The Awood Center

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Brendan D. Cummins, Esq

MAILING ADDRESS: Cummins & Cummins, LLP
920 Second Avenue South, Suite 1245, Minneapolis, MN 55402

E-MAIL ADDRESS: brendan@cummins-law.com

OFFICE TELEPHONE NUMBER: 612-465-0108

CELL PHONE NUMBER: _____ FAX: 612-465-0109

SIGNATURE: 

DATE: 07/08/19
(Please sign in ink.)

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



July 15, 2019

Nira A. Green
Field Examiner
National Labor Relations Board
Region 18
212 3rd Ave S #200
Minneapolis, MN 55401

Re: Case 18-CA-244295 (Amazon.com, Inc.)

Dear Ms. Green:

This is the position statement of charging party The Awood Center in the above-referenced matter. Amazon.com, Inc. (“Employer”) deducted unpaid leave time from employees in retaliation for their exercise of their right to strike in violation of sections 8(a)(1) and 8(a)(3) of the National Labor Relations Act, 29 U.S.C. §§ 158(a)(1),(a)(3).

BACKGROUND

The Awood Center (“Awood”) is a non-profit educational and charitable organization, known as a worker center, that helps workers in the East African community in the Minneapolis/St. Paul metropolitan area develop their leadership, educates them about their workplace rights, and supports them in asserting and defending their rights.

The Employer’s Attendance Policy, a copy of which is attached as Exhibit 1, provides for three types of time off—paid time off (PTO), leaves of absence (LOA), and unpaid time (UPT). UPT is what is at issue here. UPT can be used for essentially any purpose without requiring a worker to notify his or her supervisor. If a worker is an hour late to work for any reason, the Employer deducts one hour of UPT from the worker’s “UPT Bank.” Full-time employees are given 10 hours of UPT initially, and then are given 20 hours of additional UPT each quarter. An employee can accrue up to a total of 80 hours of UPT.

(b) (6), (b) (7)(C) March 7, 2019, about (b) (6), (b) (7)(C) employees at the Employer’s MSP1 Fulfillment Center in Shakopee, Minnesota went on a three-hour strike. The workers created a sign-in sheet for all who participated in the walk-out. The workers also made a list of demands known to management immediately following the protest, including but not limited to: safer procedures, a more humane work rate, promotion opportunities, an end to unfair firings, religious accommodations, and a voice in decisions that affect their work. The Employer

fulfilled only a few of the demands, including: increasing the number of line-loading water spiders, allowing break times to align with religious requirements during (b) (6), (b) (7)(C) and refraining from increasing work rate requirements.

In response to the strike, the Employer deducted three hours of UPT from each worker for the time they were on strike. If an employee runs out of UPT and subsequently misses work for any reason, they are subject to discharge by the Employer. In the time that has passed since the strike, the Employer has had ample opportunity to correct the docked UPT for the striking workers and has rejected employees' demands to do so.

ANALYSIS

1. By equating a strike with an unexcused absence, the employer interfered with, coerced, and restrained employees in their exercise of rights under Section 7 of the NLRA.

Section 8(a)(1) of the National Labor Relations Act prohibits employers from interfering with employees' exercise of the rights guaranteed by Section 7, including the right to strike. Section 7 protects the right of employees to engage in concerted activities for the purpose of "mutual aid or protection," such as striking for better working conditions. *See also* 29 U.S.C. § 163 (preserving the right to strike). Section 8(a)(3) of the Act prohibits employers from discriminating against, or taking adverse employment action against, employees for engaging in activity protected by the Act, including going on strike.

By docking the UPT of striking workers, the Employer has penalized employees who went on strike and thus imposed a chilling effect on the right to engage in protected, concerted activities. The Board has held that "equating strike absences to normal absences for such purposes, necessarily interferes with the employees' right to engage in protected concerted activity..." *Frick Co.*, 161 NLRB 1089, 1107 (1966); *see also Flambeau Plastics Corp.*, 167 NLRB 735 (1967) (holding that employer violated section 8(a)(1) by not granting vacation time to striking employees); *Tex-Tan Welhausen Co.*, 172 NLRB 851, 889 (1968) ("Tex-Tan's disqualification of employees for vacation pay because of absence while on strike would have the natural effect of discouraging strike activity..."); *Roegelien Provision Co.*, 181 NLRB 578, 581 (1970) ("I find that Respondent, in contravention of the right of employees to engage in protected strike activity, equated time on strike as the equivalent of absence from work for the purpose of determining vacation eligibility...").

Equating a strike with normal unexcused time off is an adverse employment action for the reasons stated in the cases cited above. UPT is analogous to vacation time as analyzed in the cited cases. If an employee is forced to use UPT as a result of a strike, a worker is much less likely to go on strike for fear of discharge if they run out of UPT due to unforeseen circumstances, such as sickness or the need to care for a child. This has led to workers being afraid to strike in order to maintain their UPT – the very same type of chilling effect the Board was concerned about in *Frick*.

To be clear, the Board has held that employers are not required to allow *accrual* of benefits during a strike. *General Electric Company*, 80 NLRB 510 (1948). This is

distinguishable from the case at hand. Here, the Employer is improperly equating a strike with a normal unexcused absence to deter strike activity, not denying accrual of benefits during a strike.

For these reasons, the Board should find merit in the charge against the Employer. Please contact us if you have any questions.

Sincerely,

CUMMINS & CUMMINS, LLP

/s/Brendan D. Cummins

Brendan D. Cummins

.

From: Green, Nira A.
Sent: Friday, September 27, 2019 2:32 PM
To: Hose, Shane A.
Cc: Bestilny, Olga
Subject: Virtual Workbox - FW: Amazon - Case 18-CA-244295

Hi Shane –

Can you process the WDL in the above-captioned case?

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
212 3rd Ave S, Suite 200
Minneapolis, MN 55401
Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nlrb.gov

From: Courseault, Percy J. III <Percy.Courseault@nlrb.gov>
Sent: Friday, September 27, 2019 9:38 AM
To: Green, Nira A. <Nira.Green@nlrb.gov>
Subject: RE: Amazon - Case 18-CA-244295

Non-ADJ WDL approved. Please process.

From: Green, Nira A. <Nira.Green@nlrb.gov>
Sent: Friday, September 27, 2019 9:26 AM
To: Courseault, Percy J. III <Percy.Courseault@nlrb.gov>
Subject: FW: Amazon - Case 18-CA-244295

Percy –

I spoke with Charging Party's counsel on September 25, (b) (5) [REDACTED]
[REDACTED] The CP has requested to withdraw the charge as this time. I
recommend approval of the withdrawal request. Non-ADJ.

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
212 3rd Ave S, Suite 200
Minneapolis, MN 55401

Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nlrb.gov

From: Brendan Cummins <brendan@cummins-law.com>
Sent: Thursday, September 26, 2019 4:23 PM
To: Green, Nira A. <Nira.Green@nlrb.gov>
Subject: RE: Amazon - Case 18-CA-244295

Nira,

This will confirm that the charging party requests to withdraw the above-referenced charge. Thank you.

--Brendan

MSBA Board Certified Labor & Employment Law Specialist



Cummins & Cummins, LLP
1245 International Centre | 920 Second Avenue South
Minneapolis, MN 55402 | 612.465.0108 (t) | 612.465.0109 (f)
www.cummins-law.com

From: Green, Nira A. <Nira.Green@nlrb.gov>
Sent: Wednesday, September 25, 2019 9:19 AM
To: Brendan Cummins <brendan@cummins-law.com>
Subject: RE: Amazon - Case 18-CA-244295

I will be in affidavits all morning into the afternoon today. Are you available after 2pm?

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
212 3rd Ave S, Suite 200
Minneapolis, MN 55401
Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nlrb.gov

From: Brendan Cummins <brendan@cummins-law.com>
Sent: Tuesday, September 24, 2019 6:23 PM
To: Green, Nira A. <Nira.Green@nlrb.gov>
Subject: RE: Amazon - Case 18-CA-244295

Can I call you around 11:00 a.m. tomorrow?

MSBA Board Certified Labor & Employment Law Specialist



Cummins & Cummins, LLP
1245 International Centre | 920 Second Avenue South
Minneapolis, MN 55402 | 612.465.0108 (t) | 612.465.0109 (f)
www.cummins-law.com

From: Green, Nira A. <Nira.Green@nlrb.gov>
Sent: Tuesday, September 24, 2019 2:56 PM
To: Brendan Cummins <brendan@cummins-law.com>
Subject: Amazon - Case 18-CA-244295

Brendan,

Do you have time to discuss the above-captioned case today or tomorrow?

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
212 3rd Ave S, Suite 200
Minneapolis, MN 55401
Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nlrb.gov



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Telephone: (612)348-1757
Fax: (612)348-1785

September 27, 2019

GRANT T. COLLINS, ATTORNEY
FELHABER LARSON
220 SOUTH SIXTH STREET, SUITE 2200
MINNEAPOLIS, MN 55402-4504

Re: Amazon.com, Inc.
Case 18-CA-244295

Dear Mr. Collins:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

/s/ Jennifer A. Hadsall

JENNIFER A. HADSALL
Regional Director

cc: JOHN RUSSELL
AMAZON.COM, INC.
2601 4TH AVE E
SHAKOPEE, MN 55379

THE AWOOD CENTER
2511 E FRANKLIN AVE
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